

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

DREAMLINER LUXURY COACHES, LLC, Plaintiff, vs. GYPSY LIFE, INC., Defendant.	Case No.:
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**PLAINTIFF, DREAMLINER LUXURY COACHES, LLC'S
COMPLAINT AGAINST GYPSY LIFE, INC.**

Plaintiff, Dreamliner Luxury Coaches, LLC's ("Dreamliner" or "Plaintiff"), by and through its counsel, for its Complaint for Damages ("Complaint") against Defendant, Gypsy Life, Inc. ("Gypsy Life" or "Defendant"), states as follows:

Parties

1. Dreamliner is a limited liability company that provides bus rental services to musicians and others in the entertainment industry. Dreamliner's principal place of business is located at 533 Hickory Hills Blvd, Whites Creek, TN 37189.

2. Gypsy Life is a California based corporation that promotes and organizes and puts on musical concerts. Gypsy Life's principal place of business is located at 15303 Ventura Boulevard, Suite 1600, Sherman Oaks, CA 91403.

Jurisdiction and Venue

3. As evidenced by the Agreement dated December 26, 2023, and attached hereto as *Exhibit A* (the “Agreement”), Dreamliner and Gypsy Life mutually agreed that any federal lawsuit enforcing contractual rights would be brought in the United States District Court for the Middle District of Tennessee. The parties also agreed that the Agreement would be construed in accordance with the laws of Tennessee.

4. Additionally, this Court’s jurisdiction is proper under diversity jurisdiction under the requirements found in 28 U.S.C. §1332.

5. Dreamliner’s sole member is a Delaware-registered entity.

6. Gypsy Life is a corporation that is both incorporated and headquartered in California.

7. The alleged damages of this case far exceed \$75,000.

Facts

8. Dreamliner and Gypsy Life entered into the Agreement on December 26, 2023.

9. Under the Agreement, Dreamliner agreed to charter twelve (12) tour buses for Gypsy Life’s use from June 12, 2024, through August 19, 2024.

10. In exchange, Gypsy Life paid Dreamliner a security deposit of \$183,815.72 and agreed to pay a total charter fee of \$1,838,157.20.

11. In the event of cancellation, the Agreement requires Gypsy Life to pay “the actual costs of the charter.” *See Agreement*, p. 3.

12. The Agreement also directs that, in the event of termination/cancellation, “any balance of the Charter Fee owed by [Gypsy Life] shall

be reduced by any amounts received by [Dreamliner] as a result of reletting the Vehicles.” *Id.*

13. Additionally, on the same day the original agreement was signed, the parties executed an addendum (the “First Addendum” attached hereto as *Exhibit B*) presented by Gypsy Life to Dreamliner.

14. The First Addendum included a provision that “[i]n the event of a conflict between the terms of the Agreement and [the First Addendum], the terms contained in the Agreement shall control.” *See First Addendum*, p. 1.

15. The parties executed a second Addendum (the “Second Addendum” attached hereto as *Exhibit C*) to the Agreement on February 22, 2024, that adjusted the dates of the charter to June 24, 2024, through September 2, 2024, and increased the total Charter Fee to \$1,950,256.40.

16. On May 31, 2024, less than one month before the Agreement’s term was to begin, Gypsy Life’s representative and/or tour manager, Steve Dixon, terminated the Agreement via email.

17. The late nature of the termination made it very difficult to relet the large number of buses that had been allocated to Gypsy Life on short notice because the market for custom, luxury tour buses is naturally limited. Additionally, Dreamliner was left with a large group of unleased buses in the middle of peak touring season, making reletting of the buses particularly difficult.

18. On July 18, 2024, Dreamliner’s owner, Rich Thomson, confirmed with Steve Dixon via email that the buses meant for Gypsy Life had been relet for a total

sum of only \$302,188.00. This resulted in a large net loss to Dreamliner based on the Charter Fee agreed upon in the Second Addendum.

19. Dreamliner demanded that Gypsy Life pay the amount still owed under the Agreement and Second Addendum, but Gypsy Life has refused to do so.

Count I
Breach Of Contract

20. Dreamliner reiterates its allegation from paragraphs 1-19 as if fully stated herein.

21. The parties willingly entered into the Agreement on or about December 26, 2023.

22. The parties willingly executed the First Addendum on or about December 26, 2023, and the Second Addendum on February 22, 2024.

23. Pursuant to the Agreement and the Second Addendum, Dreamliner was entitled to the Charter Fee of \$1,950,256.40 minus any revenue from the subsequent reletting that took place due to the late cancellation by Gypsy Life.

24. Gypsy Life breached the Agreement by failing to pay the balance of the Charter Fee owed to Dreamliner after Gypsy Life terminated the agreement.

25. Dreamliner has been damaged by Gypsy Life's breach of the Agreement in the form of lost revenue.

26. Dreamliner mitigated its damages as much as possible by reletting the buses meant for Gypsy Life.

27. Dreamliner's damages include the Charter Fee minus reletting amounts and any other relief available to Dreamliner under Tennessee law.

Prayer For Relief

WHEREFORE, Dreamliner Luxury Coaches, LLC prays for relief in the form of damages for breach of contract and all other available pre-judgment interest and post-judgment interest, and all other available damages under Tennessee Law.

Date September 10, 2024

Respectfully submitted,

By: /s/ Lance W. Thompson
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*Attorneys for Plaintiff,
Dreamliner Luxury Coaches, LLC*

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing pleading has been properly served, on September 10, 2024, via E-mail and/or United States Mail, postage prepaid upon the following:

GYPSY LIFE, INC.
15303 Ventura Boulevard, Suite 1600
Sherman Oaks, CA 9140

/s/ Lance W. Thompson
Lance W. Thompson